

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

John A. "Tony" Vetter, Sr.,)
individually and on behalf of other
similarly situated individuals,)
Plaintiffs,)
v.) Civil No.: 8:13-CV-00642 RWT

Government Employees Insurance Company, et al.)
Defendants,)

Francis McDonagh)
Individually and on behalf of other
similarly situated individuals,)
Plaintiffs,)
v.) Case No.: 8:17-CV-00391 RWT
Government Employees Insurance Company, et al.,)
Defendants.)

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT

The parties jointly move for approval of the attached Settlement Agreement in the above cases.

The two above-captioned cases are follow-ons to *Calderon, et al v. GEICO*, 917 F. Supp. 2d 428 (D. Md. 2012), *aff'd*, 809 F.3d 111 (4th Cir. 2015). Some of the Plaintiffs in *Vetter* and *McDonagh* were also plaintiffs in *Calderon*, and opted-in to the follow-on cases in order to

update their claims. Other Plaintiffs in *Vetter* and *McDonagh* did not participate in the earlier litigation.

The backpay and interest provided by the Settlement Agreement is substantially similar to that of the judgment entered in *Calderon*—the only exception being that the backpay for work performed while in an inside investigator position (affecting 19 of the 114 plaintiffs) was calculated using a lower overtime estimate assumption based on an exchange of informal discovery. Otherwise, the final settlement amounts to plaintiffs incorporate the same rulings as to the statutes of limitations, liquidated damages, formulas for computing backpay and interest and the same stipulations.

The attorneys' fees and cost provisions of the Settlement Agreement are fair and reasonable. Defense counsel has reviewed the time entries, hourly rates and costs and finds them acceptable and consistent with the attorneys' fees awarded in *Calderon*. The attorneys' fees and costs amount to approximately five percent of the overall settlement. In view of this, the parties request that the settlement be approved without the need for a detailed lodestar analysis by the Court.

Plaintiffs overwhelmingly support the settlement, with 113 of the 114 eligible Plaintiffs participating in the settlement and timely returning the Release form. With regard to the one Plaintiff who has not responded to the settlement, Plaintiffs' counsel has been unable to reach him and understands that he is out of the country and may not return for a few weeks. As such, the parties have agreed that the deadline to accept the settlement for Plaintiff Lindh will be extended by 60-days to April 10, 2018 with his claims tolled during this time, and that his claims should be dismissed without prejudice. If he accepts the settlement, Defendants will pay his

settlement amount within 14 days of Defendants' receipt of his Release form. If the Plaintiff rejects the settlement, his claims will remain tolled for 14 days from the day he rejects.

The Settlement Agreement, attached as Exhibit A, does not contain any provisions that might raise judicial concerns, such as an overbroad release or a confidentiality clause.

For the foregoing reasons, the parties jointly request that the Settlement Agreement be approved.

Dated: February 16, 2018

Respectfully submitted,

/s/

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2018, I caused the following documents:

Joint Motion to Approve Settlement Agreement and supporting documents

to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the following:

Vetter v. GEICO General Insurance Company, et al.
Court File No.: 8:13-cv-00642 RWT

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McDonagh v. GEICO General Insurance Company, et al.
Court File No.: 8:17-cv-00391 RWT

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Dated: February 16, 2018

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